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DESOTO COUNTY, MS
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DAV
Morris & Associates
2309 Oliver Road
Monroe, LA 71201
318-330-9020

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON**, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby **appoints Litton Loan Servicing LP**, to be the Bank's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with that Pooling and Servicing Agreement among Asset Backed Funding Corporation (the "Depositor"), Credit-Based Asset Servicing and Securitization LLC (the "Seller"), Litton Loan Servicing LP (the "Servicer"), and The Bank of New York as successor to JPMorgan Chase Bank, National Association f/k/a JPMorgan Chase Bank (the "Trustee"), dated as of July 1, 2004 (the "Pooling and Servicing Agreement") on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued, or to effect loss mitigation efforts in compliance with any government sponsored program or prudent servicing practice, and in all instances, which said modification or re-recording does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution of requests to trustees to accomplish same, or the subordination of the lien of a Mortgage or Deed of Trust to a lease of said property for oil or mineral development where (1) such lease does not adversely affect the lien of the Mortgage or Deed of Trust as insured (2) such lease is customary in the area and (3) exercise of such lease will not have a material effect on the value of the property, prevent the use of the property as a residence, or expose the residents to serious health or safety hazards.

3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

4. The completion of loan assumption agreements and modification agreements.

5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon discharge by payment or other satisfaction of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

8. With respect to a Mortgage or Deed of Trust, the foreclosure, the acceptance of a short sale agreement, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or recession of termination, cancellation or rescission of any such foreclosure, or sale, including, without limitation, any and all of the following acts:

a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;

b. the preparation and issuance of statements of breach or non-performance;

c. the preparation and filing of notices of default and/or notices of sale;

d. the cancellation/rescission of notices of default and/or notices of sale;

e. the taking of a deed in lieu of foreclosure or the acceptance of a short sale agreement; and

f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Agreement, Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and

9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

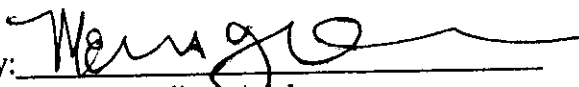
The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

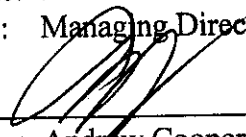
This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

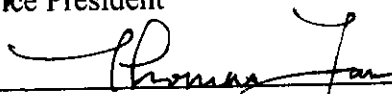
All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

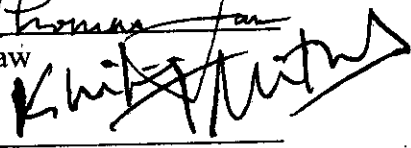
IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank, as Trustee under the Pooling and Servicing Agreement, dated as of July 1, 2004, among Credit-Based Asset Servicing and Securitization LLC, Asset Backed Funding Corporation, Litton Loan Servicing LP and JPMorgan Chase Bank, C-BASS Mortgage Loan Asset-Backed Certificates, Series 2004-CB5, pursuant to that Pooling and Servicing Agreement among the Depositor, the Servicer, the Seller and the Trustee, dated as of July 1, 2004, and these present to be signed and acknowledged in its name and behalf by Melissa Adelson and Andrew Cooper its duly elected and authorized Managing Director and Vice President this 8th day of July, 2009.

The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank, as Trustee under the Pooling and Servicing Agreement, dated as of July 1, 2004, among Credit-Based Asset Servicing and Securitization LLC, Asset Backed Funding Corporation, Litton Loan Servicing LP and JPMorgan Chase Bank, C-BASS Mortgage Loan Asset-Backed Certificates, Series 2004-CB5

By: 
Name: Melissa Adelson
Title: Managing Director

By: 
Name: Andrew Cooper
Title: Vice President

Witness: 
Name: Thomas Law

Witness: 
Name: Kshitij Mittal

ACKNOWLEDGEMENT

Instrument	Book	Page
200900007815 OR	977	280

STATE OF N.Y. §COUNTY OF Queens §

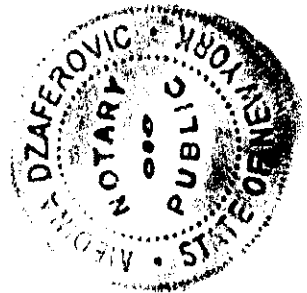
Personally appeared before me the above-named Melissa Adelson and Andrew Cooper, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Vice President respectively of **The Bank of New York Mellon f/k/a The Bank of New York as successor to JPMorgan Chase Bank, National Association, f/k/a JPMorgan Chase Bank, as Trustee under the Pooling and Servicing Agreement, dated as of July 1, 2004, among Credit-Based Asset Servicing and Securitization LLC, Asset Backed Funding Corporation, Litton Loan Servicing LP and JPMorgan Chase Bank, C-BASS Mortgage Loan Asset-Backed Certificates, Series 2004-CB5**, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 8th day of July, 2009.

Medina Dzaferovic
 NOTARY PUBLIC

My Commission expires: _____

MEDINA DZAFEROVIC
 Notary Public, State of New York
 No. 01DZ6176897
 Qualified in Queens County
 Commission Expires Nov. 5, 2011



RECEIVED
FEB 17 2010
BY: _____

Button

Commonwealth of Penna.
Crawford County ss.

Recorded in the Recorder of Deeds Office
of said County in Record Book 271 Page 271
WITNESS my hand and seal at Meadville, PA

this 31st day of August 2009

Carol A. Stinchcomb
Recorder of Deeds